



CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
**AmeriCorps VISTA**

MEMORANDUM OF AGREEMENT

Between

Sponsor Name  
Mailing Address  
City, State, Zip

EIN: \_\_\_\_\_

and

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
State Office  
Mailing Address  
City, State, Zip

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, "the Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) Sponsor Name, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to number of VISTAs AmeriCorps VISTA members to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The Agreement provides for the assignment of up to number (000) AmeriCorps VISTA members(s) and up to number (000) Summer Associates supported by the CNCS. The final number of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources, and budget of the VISTA program.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

## **9. Delegation and Subcontracting**

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subrecipients. AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations (“project sites”) as described in the Project Narrative and in accordance with written subrecipient agreements.

## **10. Supplemental Payments Prohibited**

Monetary subsistence (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor nor its subrecipients may supplement these allowances in a manner that would interfere with the member’s experience of living at or below the poverty level. Sponsors and subrecipients are strictly prohibited from providing VISTA members or Summer Associates with cash. ]

## **11. Prohibitions of Use of CNCS Assistance By Sponsor**

The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a candidate, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities; ord. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

## **12. Whistleblower Rights and Remedies for Employees of the Sponsors**

A. The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>. As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise